

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE:	MARIKA ROSCIOLI	:	CHAPTER 13
		:	
	Debtor.	:	
		:	
COVENTRY GREEN CONDOMINIUM		:	
ASSOCIATION,		:	CASE NO. 18-13097-amc
	Movant.	:	
		:	
MARIKA ROSCIOLI		:	<b>Hearing: March 10, 2020; 11:00 a.m.</b>
		:	<b>Courtroom 4</b>
	Respondent.	:	

**MOTION OF COVENTRY GREEN CONDOMINIUM ASSOCIATION  
FOR RELIEF FROM AUTOMATIC STAY**

Creditor Coventry Green Condominium Association (the "Association") moves for relief from the automatic stay as follows:

1. Debtor has been delinquent in payment of condominium assessments since 2014. She owns and occupies a unit within the Association.
2. On September 12, 2019, the Association filed a Motion for Relief from Automatic Stay because Debtor had failed to pay her post-petition assessments and other charges and allowed her two dogs to be unrestrained on numerous occasions at the Association's common areas.
3. Hearings were held on October 8, 2019 and November 12, 2019.
4. Debtor has failed to pay the sum of \$1,624.00 directed by this Court to be paid by November 27, 2019. See November 20, 2019 Order, attached hereto as Exhibit "A". The sum included legal fees of \$585.00, costs of \$181.00, late fees of \$125.00, November 2019 condominium assessments of \$234.00, and \$500.00 in fines relating to Debtor's dogs running unrestrained on the common areas of the Association. Debtor paid only \$324.00 of the

\$1,624.00, leaving a balance of \$1,290.00. Debtor has paid the condominium assessments for December 2019 and January 2020, albeit late, thereby incurring late fees of \$25.00 per month. However, Debtor has failed to pay the February 2020 assessment of \$234.00 as well as \$25.00 for late fees.

5. In addition, after the November 20, 2019 Order, Debtor has continued to fail to properly restrain her dogs while on the Association's common areas, in violation of the Association's rules and regulations and local ordinances and state law. See Exhibit "B", including photographs taken on January 18, 2020.

6. Pursuant to 11 U.S.C. Section 523 (a) (16), fees for condominium assessments are non-dischargeable if the debtor continues to have an ownership interest in the dwelling unit.

7. Despite repeated demands, debtor has failed to pay the outstanding condominium assessments and to properly restrain her dogs.

8. Pursuant to Section 3315 of the Uniform Condominium Act (68 Pa. C.S.A. 3315), Movant has a lien against Debtor's unit for all unpaid condominium fees and assessments.


9. Despite Debtor's failure to pay condominium assessments, Movant has remained obligated to incur expenses to maintain and repair common areas of the premises and Movant's ability to provide said services is impaired by Debtor's continuous failure to pay condominium fees.

10. Movant has cause to request an order for relief from the automatic stay to institute court action to enforce its lien and to collect the assessments (including prohibiting Debtor from parking her vehicle on the Association's common areas), and to enforce its rules and regulations and local and state law as to Debtor's dogs, including the issuance of injunctive relief and the imposition of fines and legal fees.

**WHEREFORE**, Movant respectfully requests that this Court enter an order granting Movant relief from the automatic stay in order to execute upon a judgment already obtained pre-bankruptcy and/or to institute a new court action against the Debtor to collect the assessments,

and to enforce its rules and regulations and local and state law as to Debtor's dogs.

**DEAN E. WEISGOLD, P.C.**

By: 

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Dean E. Weisgold  
1835 Market Street, Suite 1215  
Philadelphia, PA 19103  
(215) 599-0327  
Attorney for Creditor  
Coventry Green Condominium Assoc.

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE:	MARIKA ROSCIOLI	:	CHAPTER 13
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	Debtor.	:	
		:	
COVENTRY GREEN CONDOMINIUM		:	
ASSOCIATION,		:	CASE NO. 18-13097-amc
	Movant.	:	
		:	
		:	<b>Hearing: March 10, 2020; 11:00 a.m.</b>
MARIKA ROSCIOLI		:	<b>Courtroom 4</b>
	Respondent.	:	

**ORDER FOR RELIEF  
FROM AUTOMATIC STAY**

**AND NOW**, THIS \_\_\_\_\_ day of \_\_\_\_\_, 2020, upon consideration of the motion of creditor Coventry Green Condominium Association (“Movant”), it is

**ORDERED** that the automatic stay is lifted with respect to Movant and Movant may proceed with all legal action to enforce its lien arising out of Debtor’s failure to pay condominium assessments and to enforce its rules and regulations relating to Debtor’s dogs.

**BY THE COURT:**


\_\_\_\_\_  
J.

**CERTIFICATE OF SERVICE**

I, Dean E. Weisgold, Esquire, hereby certify that a true and correct copy of the within Motion to Dismiss Bankruptcy and/or for Relief from Stay was served by ECF filing on February 14, 2020, to the counsel below named:

Kenneth G. Harrison, Esquire  
5 Neshaminy Interplex  
Suite 115  
Trevose, PA 19053

**DEAN E. WEISGOLD, P.C.**

By:   
\_\_\_\_\_  
Dean E. Weisgold  
Attorney for Movant  
Coventry Green Condominium Assoc.

## **EXHIBIT “A”**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE:	MARIKA ROSCIOLI	:	CHAPTER 13
		:	
	Debtor.	:	
		:	
COVENTRY GREEN CONDOMINIUM		:	
ASSOCIATION,		:	CASE NO. 18-13097-amc
	Movant.	:	
		:	
MARIKA ROSCIOLI		:	<b>Hearing: October 8, 2019; 11:00 a.m.</b>
		:	<b>Courtroom 4</b>
	Respondent.	:	

## **ORDER FOR RELIEF FROM AUTOMATIC STAY**

AND NOW, THIS 20th day of November, 2019, upon consideration of the motion of creditor Coventry Green Condominium Association (“Movant”) for Relief from Automatic Stay [Doc. No. 23-24], and the response of Debtor Marika Roscioli [Doc. No. 26], and the Reply of Movant [Doc. No. 27], and after oral argument on October 8, 2019 and November 12, 2019, and for good cause, it is

**ORDERED** that the Motion is DENIED. Debtor is directed to pay Movant the sum of \$1,624.00 (representing legal fees of \$585.00, costs of \$181.00, late fees of \$125.00, November 2019 assessment of \$234.00, and \$500.00 in fines relating to Debtor's dogs) within 7 days.

**BY THE COURT:**

Adm

J.



**EXHIBIT “B”**

LAW OFFICES

**DEAN E. WEISGOLD, P.C.**

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Suite 1215

Philadelphia, PA 19103

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Facsimile (215) 599-0322

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*Direct Dial for Leonard A. Windish*

(215) 979-7605

Email: [lenwindish@verizon.net](mailto:lenwindish@verizon.net)

Admitted to PA and NJ Bars

DEAN E. WEISGOLD  
LEONARD A. WINDISH

January 29, 2020

**Via Email [kghesq@juno.com](mailto:kghesq@juno.com)**

Kenneth G. Harrison, Esquire

5 Neshaminy Interplex

Suite 115

Trevose, PA 19053

RE: Marika Roscioli  
Bankruptcy No. 18-13097-amc

Dear Mr. Harrison:

As you know, this Firm represents Coventry Green Condominium Association. I have not received a response from you to my December 16, 2019 letter. Please advise me when Ms. Roscioli will be paying the \$1,390.00 directed by the Court to be paid no later than November 27, 2019.

On January 18, 2020, both of your client's dogs were unleashed without anyone nearby in the yard. We have two photographs of them, which are attached. My client has imposed another fine of \$400.00.

I do not wish to file another motion for relief from the stay regarding the continued violations pertaining to the dogs, as well as for the failure to pay \$1,390.00 and the new \$400.00 fine. However, we will have no choice if \$1,790.00 is not paid within ten (10) days of the date of this letter.

Thank you for your attention to this matter.

Very truly yours,  
**DEAN E. WEISGOLD, P.C.**

By:   
\_\_\_\_\_  
Dean E. Weisgold

DEW:cs

bcc: Marie Flynn (Via Email)

Subject **Coventry Green - Roscioli**

From Dean Weisgold <dean@weisgoldlaw.com>

To Kghesq <kghesq@juno.com>

Bcc <mvflynn@yahoo.com>, Dean Weisgold <dean@weisgoldlaw.com>

Date 2020-01-29 13:40



- 
- Harrison 1.29.20.pdf (~31 KB)
  - Attachments 1.29.20.pdf (~633 KB)
- 

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Dean

Dean E. Weisgold, Esquire

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Suite 1215

Philadelphia, PA 19103

(215) 979-7602 Phone

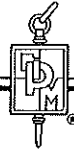
(215) 599-0322 Fax

Email: dean@weisgoldlaw.com



**SMALLOW**  
**MANAGEMENT CO., INC.**  
**REALTOR**

January 20, 2020



LAKESIDE OFFICE PARK, 403 LAKESIDE DRIVE  
P.O. BOX 1591, SOUTHAMPTON, PA 18966  
**PHONE (215) 322-5700**  
**FAX (215) 322-9654**

Ms. Marika Roscioli  
4911 Oxford Court  
Bensalem, PA 19020

**RE: FINE OF \$400.00**

Dear Ms. Roscioli:

Please be advised that our office has received numerous complaints that you once again have allowed your dogs to roam the common grounds without supervision and without being on a leash. Residents are also saying that you are not picking up the dog dirt; you saw it but just left it on the grounds.

On January 18, 2020 at 10:26 A.M. both of your dogs were allowed out once again to roam the complex, no supervision no leash. For some reason you continue to just defy the Rules and the other Residents just do not think it is fair.

Coventry Green's Rules specifically states:

Any solid waste deposited on the common elements must be immediately bagged and placed in the pet owner's refuse container. Also the Pennsylvania Pooper Scooper Law requires that all dog dirt be picked up immediately. Dogs must be on a leash or chain when not inside the unit. there are no exceptions to this rule.

The Rules and Regulations also specify that violation of the preceding rules can result in the Council's removal of the pet. The other Unit Owners do feel that the time has come to have these pets removed.

Sincerely,

**SMALLOW MANAGEMENT CO., INC.**  
Agent for Coventry Green Condominium Assoc.





